

4/25/2017 11:14:25 AM
17CV16946

IN THE CIRCUIT COURT FOR THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

TERRY A. TAGGART, an individual,**Plaintiff,**

v.

**LIBERTY MUTUAL GROUP, INC.,
LIBERTY MUTUAL INSURANCE
COMPANY, SAFECO INSURANCE
COMPANY OF AMERICA, and SAFECO
INSURANCE COMPANY OF OREGON,**
foreign corporation,**Defendants.****Case No.****COMPLAINT (Wage Claim)****Claims estimated to be
approximately \$55,200.00****Subject Filing Fee under ORS
21.160(1)(a)****NOT Subject to Mandatory
Arbitration****JURY TRIAL DEMANDED**

Comes now the Plaintiff, Terry A. Taggart, by and through the attorneys at Schuck Law, LLC, and states and alleges as follows:

1.

At all times material herein, Defendants. Liberty Mutual Insurance Company, Liberty Mutual Group, Inc., and Safeco Insurance Company of America, were foreign corporations.

2.

At all times material herein, Defendant, Safeco Insurance Company of Oregon was a domestic Oregon company.

3.

Defendants, Safeco Insurance Company of Oregon and Safeco Insurance Company of America, are Liberty Mutual companies.

///

1 4.

2 At all times material herein, Defendants were doing business in Oregon.

3 5.

4 The Circuit Court of Oregon has personal jurisdiction over Defendants because they
5 are engaged in substantial and not isolated activities within this state, because the events set
6 forth in this complaint occurred in Oregon and because the claims arise out of services
7 actually performed by Plaintiff for the Defendants within Oregon.

8 6.

9 Defendants employed Plaintiff, as an employee, in Oregon State.

10 7.

11 Defendants are required to comply with Oregon State wage and hour laws.

12 8.

13 Defendants employed Plaintiff as an at-will employee.

14 9.

15 Defendants hired Plaintiff on or about December 8, 1997.

16 10.

17 Defendants did not contract with Plaintiff to work for any specific period of time.

18 11.

19 As part of Plaintiff's employment, Plaintiff was not subject to a collective bargaining
20 agreement and/or part of a union.

21 12.

22 Defendants allowed, suffered and permitted Plaintiff to perform work for the benefit
23 of Defendants.

24 13.

25 Defendants employed Plaintiff as a Senior Auto Appraiser.

26 ///

14.

Defendants' work weeks are Sunday through Saturday.

15.

Defendants paid Plaintiff at the following regular hourly rate of pay: \$37.95 in 2012, \$38.95 in 2013, \$39.16 in 2014, \$39.34 in 2015, and \$39.46 in 2016 and 2017.

16.

During Plaintiff's employment, Defendants required Plaintiff to establish a home office from which Plaintiff was required to work.

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As required by Plaintiff's job duties, Plaintiff would review and prepare for the appointments for the day from the home office and then travel to the appointments scheduled by Defendants.

18.

Defendants required Plaintiff to be at the first appointment for the day by 8:00 am.

19.

Defendants required Plaintiff to complete the final appointment of the day by approximately 4:30 pm.

20.

Due to the work requirements, Plaintiff was unable to take a lunch each work day and would often work through his lunch.

21.

Prior to 2016, Plaintiff regularly worked additional hours from the home office outside of the 8:00 am to 4:30 pm. This additional work included work during the weekends.

22.

Defendants knew, or had reason to believe, that Plaintiff incurred additional hours worked outside 8:00 am through 4:30 pm.

23.

In or about January 2016, Defendants began requiring Plaintiff to report all additional work hours to pay regular and overtime wages.

24.

Prior to the change in January 2016 for reporting work time, Defendants did not pay Plaintiff for all regular hours and overtime hours worked.

25.

Plaintiff questioned Defendants' failure to pay all regular and overtime wages throughout his employment, which Defendants did not correct.

26.

Plaintiff ended his employment with Defendants effective January 31, 2017.

27.

In ending his employment, Plaintiff gave Defendants not less than 2 business days' notice of his intent to quit.

28.

Defendants did not pay Plaintiff all wages on January 31, 2017.

29.

Defendants paid wages to Plaintiff on or about February 17, 2017.

30.

Defendants' February 17, 2017 payment did not include wages earned and unpaid prior to 2016.

31.

Plaintiff's hours worked in each of the six (6) years prior to the date this complaint is filed to be similar hours as that worked and paid in year 2016.

32.

In 2016, Plaintiff estimates that Defendants paid him for 2109.50 regular hours at

1 \$39.46 per hour, and 158 overtime hours at \$59.19 per hour.

2 33.

3 On or about April 17, 2017, Plaintiff, and his attorneys at Schuck Law, LLC, made a
4 written demand to Defendant to pay all of Plaintiff's wages.

5 **CLAIM FOR RELIEF**

6 34.

7 Plaintiff re-alleges all paragraphs as though fully alleged herein.

8 35.

9 In the two (2) years prior to the filing of this complaint, Defendants allowed, suffered,
10 and permitted Plaintiff to work hours, in excess of 40 hours per week.

11 36.

12 Pursuant to ORS 653.261 and OAR 839-020-0030, Defendants were required to pay
13 Plaintiff at the rate of 1 ½ times Plaintiff's regular rate of pay those hours worked in excess of
14 40 hours per week, when those wages were due.

15 37.

16 In 2016, Defendants paid Plaintiff overtime wages, but did not pay all overtime wages
17 in the years prior.

18 38.

19 Defendants failed and refused to pay Plaintiff for the hours of overtime worked prior
20 to 2016, when those wages were due, and there remains due and unpaid overtime wages.

21 39.

22 Defendants failed and refused to pay Plaintiff for all overtime hours worked, when
23 those wages were due, and there remains due and unpaid overtime wages in an amount to be
24 determined after discovery, but not less than \$6,992.69.

25 40.

26 Based on the hours worked and paid in 2016, Plaintiff estimates that Defendants have

1 failed to pay him 756.50 hours of regular wages for hours worked in the six (6) year prior to
2 the date this complaint is filed.

3 41.

4 Defendants failed and refused to pay Plaintiff for all regular hours worked, when those
5 wages were due, and there remains due and unpaid regular wages in an amount to be
6 determined after discovery, but not less than \$29,252.92.

7 42.

8 Pursuant to ORS 652.140, Defendants were required to pay all of Plaintiff's wages,
9 from employment, on January 31, 2017.

10 43.

11 Defendants failed to pay Plaintiff all wages as set out above, and wages remain due
12 and owing to Plaintiff.

13 44.

14 Defendant failed to make payment of all of Plaintiff's earned wages when due and
15 when required by ORS 652.140.

16 45.

17 In paying Plaintiff's wages, Defendants were free agents.

18 46.

19 In paying Plaintiff's wages, Defendants determined their own actions.

20 47.

21 In paying Plaintiff's wages, Defendants were not responsible to, nor coerced by any
22 other person, or entity, or authority.

23 48.

24 Defendants knew Plaintiff's employment for Defendants had ended.

25 49.

26 Defendants knew that they did not pay all overtime wages prior to 2016.

1 50.

2 Defendants were capable of paying all Plaintiff's wages earned and due at termination.

3 51.

4 Defendants' failure to make payment of Plaintiff's wages when due at the end of
5 employment was wilful.

6 52.

7 Defendants' failure to pay all of Plaintiff's wages continued for not less than 30 days
8 after the wages were due.

9 53.

10 Plaintiff is entitled to 9% statutory interest on all amounts due under ORS 82.010.

11 54.

12 Plaintiff estimates that Defendants failed to pay approximately \$36,245.61 in regular
13 and unpaid wages, with approximately \$9,485.38 due in statutory interest.

14 55.

15 In paying Plaintiff's final wages in 2017, Defendants failed to provide to Plaintiff an
16 itemized wage statement as required by ORS 652.610(1)-(2).

17 56.

18 Defendants failed to make and keep accurate records of actual hours worked each
19 week and each pay period by Plaintiff in violation of ORS 653.045.

20 57.

21 Because of Defendants' failure to make payment of final wages when due, Plaintiff is
22 due penalty wages of not less than \$9,470.04, pursuant to ORS 652.150, for the continuation
23 of Plaintiff's unpaid final wages for not less than 30 days.

24 58.

25 Because of Defendants' failure to pay Plaintiff's wages within 48 hours after they
26 were due, Plaintiff is entitled to recover costs, disbursements, and reasonable attorney fees,

1 pursuant to ORS 652.200.

2 59.

3 Plaintiff seeks statutory wages pursuant to ORS 652.150, and costs, disbursements and
4 attorney fees, pursuant to ORS 652.200 plus pre- and post-judgment interest in the amount of
5 9% per annum incurred herein under ORS 82.010.

6 **WHEREFORE**, Plaintiff demands judgment from Defendants:

7
8 **Upon Plaintiff's claim for relief for failing to timely pay all wages on termination:**

- 9 1. Unpaid wages in an amount to be determined, estimated to be \$36,245.61.
- 10 2. Penalty wages pursuant to ORS 652.150 in the amount of \$9,470.04.
- 11 3. Pre-judgment interest on all damage amounts in the amount of 9% per annum incurred
12 herein, pursuant to ORS 82.010, estimated to be \$9,485.38 as of April 18, 2017.
- 13 4. Post-judgment interest on all damage amounts in the amount of 9% per annum
14 incurred herein, pursuant to ORS 82.010.
- 15 5. Costs, disbursements, and attorney fees pursuant to ORS 652.200.

16 **Upon any counterclaim or defense asserted by Defendant without a objectively**
17 **reasonable basis, or where Defendant disobeys a court order:**

- 18 1. Plaintiff is entitled to recover attorney fees and costs pursuant to ORS 20.105.

19
20 DATED: April 25, 2017.

21
22 s/ Karen A. Moore
23 KAREN A. MOORE, OSB 040922, WSB 42476
24 kmoore@wageclaim.org
25 Attorney for Plaintiff
26

Verified Correct Copy of Original 5/23/2017.

AFFIDAVIT OF SERVICE

State of Oregon

County of Multnomah

Case Number: 17CV16946

Plaintiff:

Terry A. Taggart,

vs.

Defendant:

Liberty Mutual Group, Inc., et al.,

FILED
MAY 19 PM 2:10
CIRCUIT COURT
FOR MULTNOMAH COUNTY

Received by RUSH PROCESS SERVICE, INC. to be served on **Liberty Mutual Group, Inc. c/o Corporation Service Co., 1127 Broadway St. NE, Ste. 310, Salem, OR 97301.**

I, Mitchell R. Clark, being duly sworn, depose and say that on the **5th day of May, 2017** at **3:35 pm, I:**

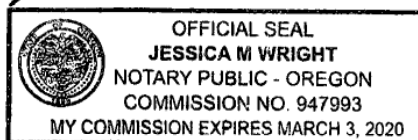
Served the within named corporation by delivering a true copy of a **Summons; Complaint; First Request for Production** by personal service upon **Sharon Walls, Service of process technician** who is authorized to accept service on behalf of the registered agent.

I am a competent person 18 years of age or older and a resident of the state of service or this state and am not a party to nor an officer, director or employee of, nor attorney for any party, corporate or otherwise; and the person, firm, or corporation served is the identical one named in the action.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

Subscribed and Sworn to before me on the 11th day
of May, 2017.

NOTARY PUBLIC





Mitchell R. Clark
Process Server

RUSH PROCESS SERVICE, INC.
2014 N.E. Sandy Blvd., Suite 204
Portland, OR 97232
(503) 232-3667

Our Job Serial Number: SKS-2017006046

IN THE CIRCUIT COURT FOR THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

TERRY A. TAGGART, an individual,
Plaintiff,
v.

Case No. 17CV16946

SUMMONS

LIBERTY MUTUAL GROUP, INC., LIBERTY MUTUAL
INSURANCE COMPANY, SAFECO INSURANCE
COMPANY OF AMERICA, SAFECO INSURANCE
COMPANY OF OREGON, a foreign corporation,
Defendants.

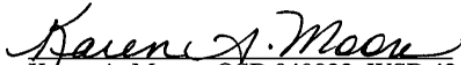
TO: LIBERTY MUTUAL GROUP, INC., LIBERTY MUTUAL INSURANCE COMPANY, SAFECO
INSURANCE COMPANY OF AMERICA, SAFECO INSURANCE COMPANY OF OREGON

IN THE NAME OF THE STATE OF OREGON: You are hereby required to appear and defend the complaint
filed against you in the above-entitled cause within 30 days from the date of service of this summons on you; and if you
fail to appear and defend, the plaintiff will apply to the court for the relief demanded in the complaint.

NOTICE TO DEFENDANT:
READ THESE PAPERS CAREFULLY

You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court
a legal paper called a "motion" or "answer." The "motion" or "answer" must be given to the court clerk or administrator
within 30 days along with the required filing fee. It must be in proper form and have proof of service on the plaintiff's
attorney or, if the plaintiff does not have an attorney, proof of service on the plaintiff.

If you have any questions, you should see an attorney immediately. If you need help in finding an attorney,
you may call the Oregon State Bar's Lawyer Referral Service at (503) 684-3763 or toll-free in Oregon at (800) 452-
7636.



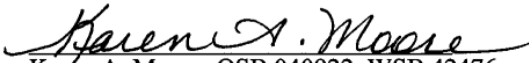
Karen A. Moore, OSB 040922, WSB 42476
kmoore@wageclaim.org
Attorney for Plaintiff
9208 NE Hwy 99 #107-84
Vancouver, WA 98665 (360) 566-9243

STATE OF WASHINGTON, County of Clark) ss

I, the undersigned attorney of record for the Plaintiff, certify that the foregoing is an exact and complete copy of
the original summons in the above entitled action.

Karen A. Moore, OSB 040922, WSB 42476
kmoore@wageclaim.org
Attorney for Plaintiff

TO THE OFFICER OR OTHER PERSON SERVING THIS SUMMONS: You are hereby directed to serve a true
copy of this summons, together with a true copy of the complaint mentioned therein, upon the individual(s) or other legal
entity(ies) to whom or which this summons is directed, and to make your proof of service on the reverse hereof or upon a
separate similar document which you shall attach hereto.



Karen A. Moore, OSB 040922, WSB 42476
kmoore@wageclaim.org
Attorney for Plaintiff

SCHUCK LAW, LLC

Attorneys at Law
9208 NE Hwy 99 #107-84 • Vancouver, WA 98665
Tel (360) 566-9243 • Fax (503) 575-2763

Verified Correct Copy of Original 5/23/2017.

AFFIDAVIT OF SERVICE

State of Oregon

County of Multnomah

Case Number: 17CV16946

Plaintiff:

Terry A. Taggart,

vs.

Defendant:

Liberty Mutual Group, Inc., et al.,

FILED
2017 MAY 29 PM 2:10
Circuit Court
FOR MULTNOMAH COUNTY

Received by RUSH PROCESS SERVICE, INC. to be served on **Liberty Mutual Insurance Company c/o Corporation Service Co., 1127 Broadway St. NE, Ste. 310, Salem, OR 97301.**

I, Mitchell R. Clark, being duly sworn, depose and say that on the **5th day of May, 2017** at **3:35 pm**, I:

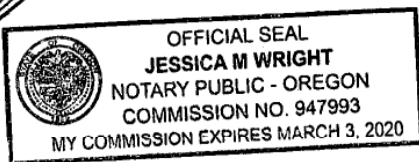
Served the within named corporation by delivering a true copy of a **Summons; Complaint; First Request for Production** by personal service upon **Sharon Walls, Service of process technician** who is authorized to accept service on behalf of the registered agent.

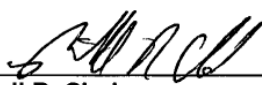
I am a competent person 18 years of age or older and a resident of the state of service or this state and am not a party to nor an officer, director or employee of, nor attorney for any party, corporate or otherwise; and the person, firm, or corporation served is the identical one named in the action.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

Subscribed and Sworn to before me on the 11th day of May, 2017.

NOTARY PUBLIC





Mitchell R. Clark
Process Server

RUSH PROCESS SERVICE, INC.
2014 N.E. Sandy Blvd., Suite 204
Portland, OR 97232
(503) 232-3667

Our Job Serial Number: SKS-2017006045

Verified Correct Copy of Original 5/23/2017.

AFFIDAVIT OF SERVICE

State of Oregon

County of Multnomah

Case Number: 17CV16946

Plaintiff:

Terry A. Taggart,

vs.

Defendant:

Liberty Mutual Group, Inc., et al.,

FILED
2017 MAY 19 PM 2:11
CIRCUIT COURT
FOR MULTNOMAH COUNTY

Received by RUSH PROCESS SERVICE, INC. to be served on **Safeco Insurance Company of America c/o Corporation Service Co., 1127 Broadway St. NE, Ste. 310, Salem, OR 97301.**

I, Mitchell R. Clark, being duly sworn, depose and say that on the **5th day of May, 2017** at **3:35 pm**, I:

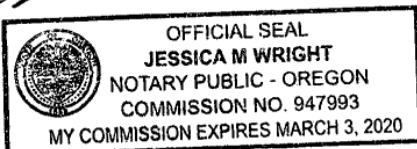
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I am a competent person 18 years of age or older and a resident of the state of service or this state and am not a party to nor an officer, director or employee of, nor attorney for any party, corporate or otherwise; and the person, firm, or corporation served is the identical one named in the action.

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Subscribed and Sworn to before me on the 11th day of May, 2017.

NOTARY PUBLIC



A handwritten signature in black ink, appearing to read 'Mitchell R. Clark', is written over a horizontal line.

Mitchell R. Clark
Process Server

RUSH PROCESS SERVICE, INC.
2014 N.E. Sandy Blvd., Suite 204
Portland, OR 97232
(503) 232-3667

Our Job Serial Number: SKS-2017006043

Verified Correct Copy of Original 5/23/2017.

AFFIDAVIT OF SERVICE

State of Oregon

County of Multnomah

Case Number: 17CV16946

Plaintiff:

Terry A. Taggart,

vs.

Defendant:

Liberty Mutual Group, Inc., et al.,

FILED
2017 MAY 18 PM 2:11
Circuit Court
FOR MULTNOMAH COUNTY

Received by RUSH PROCESS SERVICE, INC. to be served on **Safeco Insurance Company of Oregon c/o Corporation Service Co., 1127 Broadway St. NE, Ste. 310, Salem, OR 97301.**

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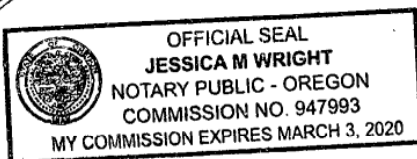
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NOTARY PUBLIC





Mitchell R. Clark
Process Server

RUSH PROCESS SERVICE, INC.
2014 N.E. Sandy Blvd., Suite 204
Portland, OR 97232
(503) 232-3667

Our Job Serial Number: SKS-2017006044

5/17/2017 2:37:09 PM
17CV16946

IN THE CIRCUIT COURT FOR THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

TERRY A. TAGGART, an individual,

Plaintiff,

v.

**LIBERTY MUTUAL GROUP, INC.,
LIBERTY MUTUAL INSURANCE
COMPANY, SAFECO INSURANCE
COMPANY OF AMERICA, and SAFECO
INSURANCE COMPANY OF OREGON,**

Defendants.

Case No. 17CV16946

**NOTICE OF AMENDMENT OF
COMPLAINT**

(ORCP 23A)

COMES NOW the above named Plaintiff, and under ORCP 23A, files herewith Plaintiff's Amended Complaint. This amendment being brought prior to Defendant appearing or serving a responsive pleading thereto and Plaintiff being entitled to so file this amended complaint as a matter of right.

DATED: May 17, 2017.

s/ Karen A. Moore
KAREN A. MOORE, OSB 040922, WSB 42476
kmoore@wageclaim.org
Attorney for Plaintiff

5/17/2017 2:37:09 PM
17CV16946

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FOR THE COUNTY OF MULTNOMAH

TERRY A. TAGGART, an individual,**Plaintiff,**

v.

**LIBERTY MUTUAL GROUP, INC.,
LIBERTY MUTUAL INSURANCE
COMPANY, SAFECO INSURANCE
COMPANY OF AMERICA, and
SAFECO INSURANCE COMPANY OF
OREGON**, foreign corporation,**Defendants.****Case No. 17CV16946****AMENDED COMPLAINT (Wage
Claim)****Claims estimated to be
approximately \$61,000.00****Subject to Filing Fee under ORS
21.160(1)(c)****NOT Subject to Mandatory
Arbitration****JURY TRIAL DEMANDED**

Comes now the Plaintiff, Terry A. Taggart, by and through the attorneys at Schuck Law, LLC, and states and alleges as follows:

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At all times material herein, Defendants, Liberty Mutual Insurance Company, Liberty Mutual Group, Inc., and Safeco Insurance Company of America, were foreign corporations.

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At all times material herein, Defendant, Safeco Insurance Company of Oregon was a domestic Oregon company.

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Defendants, Safeco Insurance Company of Oregon and Safeco Insurance Company of America, are Liberty Mutual companies.

1 4.

2 At all times material herein, Defendants were doing business in Oregon.

3 5.

4 The Circuit Court of Oregon has personal jurisdiction over Defendants because they
5 are engaged in substantial and not isolated activities within this state, because the events set
6 forth in this complaint occurred in Oregon and because the claims arise out of services
7 actually performed by Plaintiff for the Defendants within Oregon.

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9 Defendants employed Plaintiff, as an employee, in Oregon State.

10 7.

11 Defendants are required to comply with Oregon State wage and hour laws.

12 8.

13 Defendants employed Plaintiff as an at-will employee.

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15 Defendants hired Plaintiff on or about December 8, 1997.

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17 Defendants did not contract with Plaintiff to work for any specific period of time.

18 11.

19 As part of Plaintiff's employment, Plaintiff was not subject to a collective bargaining
20 agreement and/or part of a union.

21 12.

22 Defendants allowed, suffered and permitted Plaintiff to perform work for the benefit
23 of Defendants.

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25 Defendants employed Plaintiff as a Senior Auto Appraiser.

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Defendants' work weeks are Sunday through Saturday.

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Defendants paid Plaintiff at the following regular hourly rate of pay: \$37.95 in 2012, \$38.95 in 2013, \$39.16 in 2014, \$39.34 in 2015, and \$39.46 in 2016 and 2017.

16.

At all times material herein, Defendants classified Plaintiff as a non-exempt employee.

17.

During Plaintiff's employment, Defendants required Plaintiff to establish a home office from which Plaintiff was required to work.

18.

As required by Plaintiff's job duties, Plaintiff would review and prepare for the appointments for the day from the home office and then travel to the appointments scheduled by Defendants.

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Defendants required Plaintiff to be at the first appointment for the day by 8:00 am.

20.

Defendants required Plaintiff to complete the final appointment of the day by approximately 4:30 pm.

21.

Due to the work requirements, Plaintiff was unable to take a lunch each work day and would often work through his lunch.

22.

Prior to 2016, Plaintiff regularly worked additional hours from the home office outside of the 8:00 am to 4:30 pm. This additional work included work during the weekends.

23.

Defendants knew, or had reason to believe, that Plaintiff incurred additional hours worked outside 8:00 am through 4:30 pm.

24.

In or about January 2016, Defendants began requiring Plaintiff to report all additional work hours to pay regular and overtime wages.

25.

Prior to the change in January 2016 for reporting work time, Defendants did not pay Plaintiff for all regular hours and overtime hours worked.

26.

Plaintiff questioned Defendants' failure to pay all regular and overtime wages throughout his employment, which Defendants did not correct.

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Plaintiff ended his employment with Defendants effective January 31, 2017.

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In ending his employment, Plaintiff gave Defendants not less than 2 business days' notice of his intent to quit.

29.

Defendants did not pay Plaintiff all wages on January 31, 2017.

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Defendants paid wages to Plaintiff on or about February 17, 2017.

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Defendants' February 17, 2017 payment did not include wages earned and unpaid prior to 2016.

32.

Plaintiff's hours worked in each of the six (6) years prior to the date this complaint is

1 filed to be similar hours as that worked and paid in year 2016.

2 33.

3 In 2016, Plaintiff estimates that Defendants paid him for 2,109.50 regular hours at
4 \$39.46 per hour, and 158 overtime hours at \$59.19 per hour.

5 34.

6 On or about April 17, 2017, Plaintiff, and his attorneys at Schuck Law, LLC, made a
7 written demand to Defendant to pay all of Plaintiff's wages.

8 **CLAIM FOR RELIEF**

9 (FLSA Overtime, Liquidated Damages)

10 35.

11 Plaintiff re-alleges all paragraphs herein as though fully alleged herein.

12 36.

13 Defendants are subject to the requirements of the Fair Labor Standards Act of 1938,
14 29 U.S.C. §§ 201-219 ("FLSA").

15 37.

16 Defendants were required to pay Plaintiff's overtime wages on pay day.

17 38.

18 In the three (3) years prior to the filing of this complaint, Defendants allowed,
19 suffered, and permitted Plaintiff to work hours, in excess of 40 hours per week for the benefit
20 of Defendants.

21 39.

22 Defendants failed to pay Plaintiff 1 ½ times the regular hourly rate for the hours
23 Plaintiff worked in excess of 40 hours for a single workweek as required by the FLSA.

24 40.

25 In the three (3) years prior to the filing of the complaint, there remains due unpaid
26 overtime in an amount to be determined, but not less than approximately \$13,400.00.

41.

Defendants failed to pay overtime wages and premium wages to Plaintiff as required by the FLSA.

42.

Defendants were required to pay Plaintiff for all hours worked on Plaintiff's next regularly scheduled pay day under the FLSA.

43.

Defendant's conduct in failing to pay overtime wages and premium wages as alleged herein was willful, and there remain due and unpaid overtime wages in amounts to be determined but not less than approximately \$13,400.00.

44.

Plaintiff seeks damages in the form of overtime wages and overtime premium wages for Defendants' failure to pay overtime wages in amounts to be determined. In addition, Plaintiff seeks liquidated damages under the FLSA in an amount to be determined; plus pre-judgment and post-judgment interest on all damage amounts; costs and attorney fees under the FLSA. 29 USC § 216(b) plus pre- and post-judgment interest in the amount of 9% per annum incurred herein under ORS 82.010.

CLAIM FOR RELIEF

(Unpaid Wages and Penalty Wages Claim)

45.

Plaintiff re-alleges all paragraphs as though fully alleged herein.

46.

In the two (2) years prior to the filing of this complaint, Defendants allowed, suffered, and permitted Plaintiff to work hours, in excess of 40 hours per week.

47.

Pursuant to ORS 653.261 and OAR 839-020-0030, Defendants were required to pay

1 Plaintiff at the rate of 1 ½ times Plaintiff's regular rate of pay those hours worked in excess of
2 40 hours per week, when those wages were due.

3 48.

4 In 2016, Defendants paid Plaintiff overtime wages, but did not pay all overtime wages
5 in the years prior.

6 49.

7 Defendants failed and refused to pay Plaintiff for the hours of overtime worked prior
8 to 2016, when those wages were due, and there remains due and unpaid overtime wages.

9 50.

10 Defendants failed and refused to pay Plaintiff for all overtime hours worked, when
11 those wages were due, and there remains due and unpaid overtime wages in an amount to be
12 determined after discovery, but not less than \$6,992.69.

13 51.

14 Based on the hours worked and paid in 2016, Plaintiff estimates that Defendants have
15 failed to pay him 756.50 hours of regular wages for hours worked in the six (6) year prior to
16 the date this complaint is filed.

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18 Defendants failed and refused to pay Plaintiff for all regular hours worked, when those
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20 determined after discovery, but not less than \$29,252.92.

21 53.

22 Pursuant to ORS 652.140, Defendants were required to pay all of Plaintiff's wages,
23 from employment, on January 31, 2017.

24 54.

25 Defendants failed to pay Plaintiff all wages as set out above, and wages remain due
26 and owing to Plaintiff.

1 55.

2 Defendant failed to make payment of all of Plaintiff's earned wages when due and
3 when required by ORS 652.140.

4 56.

5 In paying Plaintiff's wages, Defendants were free agents.

6 57.

7 In paying Plaintiff's wages, Defendants determined their own actions.

8 58.

9 In paying Plaintiff's wages, Defendants were not responsible to, nor coerced by any
10 other person, or entity, or authority.

11 59.

12 Defendants knew Plaintiff's employment for Defendants had ended.

13 60.

14 Defendants knew that they did not pay all overtime wages prior to 2016.

15 61.

16 Defendants were capable of paying all Plaintiff's wages earned and due at termination.

17 62.

18 Defendants' failure to make payment of Plaintiff's wages when due at the end of
19 employment was wilful.

20 63.

21 Defendants' failure to pay all of Plaintiff's wages continued for not less than 30 days
22 after the wages were due.

23 64.

24 Plaintiff is entitled to 9% statutory interest on all amounts due under ORS 82.010.

25 65.

26 Plaintiff estimates that Defendants failed to pay approximately \$36,245.61 in regular

1 and unpaid wages, with approximately \$9,485.38 due in statutory interest.

2 66.

3 In paying Plaintiff's final wages in 2017, Defendants failed to provide to Plaintiff an
4 itemized wage statement as required by ORS 652.610(1)-(2).

5 67.

6 Defendants failed to make and keep accurate records of actual hours worked each
7 week and each pay period by Plaintiff in violation of ORS 653.045.

8 68.

9 Because of Defendants' failure to make payment of final wages when due, Plaintiff is
10 due penalty wages of not less than \$9,470.04, pursuant to ORS 652.150, for the continuation
11 of Plaintiff's unpaid final wages for not less than 30 days.

12 69.

13 Because of Defendants' failure to pay Plaintiff's wages within 48 hours after they
14 were due, Plaintiff is entitled to recover costs, disbursements, and reasonable attorney fees,
15 pursuant to ORS 652.200.

16 70.

17 Plaintiff seeks statutory wages pursuant to ORS 652.150, and costs, disbursements and
18 attorney fees, pursuant to ORS 652.200 plus pre- and post-judgment interest in the amount of
19 9% per annum incurred herein under ORS 82.010.

20 **WHEREFORE**, Plaintiff demands judgment from Defendants:

21 **Upon Plaintiff's claim for relief for failing to pay FLSA overtime wages:**

- 22 1. Unpaid overtime wages in an amount to be determined but not less than approximately
23 \$13,400.00.
- 24 2. Liquidated damages under the FLSA in an amount to be determined and matching the
25 unpaid overtime.
- 26 3. Pre- and post-judgment interest on all damage amounts in the amount of 9% per

annum incurred herein, pursuant to ORS 82.010.

4. Costs, disbursements, and attorney fees under the FLSA. 29 USC 216(b).

Upon Plaintiff's claim for relief for unpaid wages and failing to timely pay all wages on termination:

1. Unpaid wages in an amount to be determined, estimated to be approximately, \$32,000.00.

2. Penalty wages pursuant to ORS 652.150 in the amount of \$9,470.04.

3. Pre-judgment interest on all damage amounts in the amount of 9% per annum incurred herein, pursuant to ORS 82.010.

4. Post-judgment interest on all damage amounts in the amount of 9% per annum incurred herein, pursuant to ORS 82.010.

5. Costs, disbursements, and attorney fees pursuant to ORS 652.200.

Upon any counterclaim or defense asserted by Defendant without a objectively reasonable basis, or where Defendant disobeys a court order:

1. Plaintiff is entitled to recover attorney fees and costs pursuant to ORS 20.105.

DATED: May 17, 2017.

s/ Karen A. Moore
KAREN A. MOORE, OSB 040922, WSB 42476
kmoore@wageclaim.org
Attorney for Plaintiff

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17CV16946

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

TERRY A. TAGGART, an individual,)	
)	
Plaintiff,)	Case No.: 17CV16946
)	
vs.)	ACCEPTANCE OF SERVICE
)	
LIBERTY MUTUAL GROUP, INC.,)	
LIBERTY MUTUAL INSURANCE)	
COMPANY, SAFECO INSURANCE)	
COMPANY OF AMERICA, SAFECO)	
INSURANCE COMPANY OF OREGON, a)	
foreign corporation,)	
)	
Defendants.)	

Defendants Liberty Mutual Group, Inc., Liberty Mutual Insurance Company, Safeco Insurance Company of America, and Safeco Insurance Company of Oregon hereby provide notice through their attorney, James M. Barrett of Ogletree, Deakins, Nash, Smoak, & Stewart, P.C., that they have accepted service of the Amended Complaint in the above-captioned matter on the date set out below. Defendants waive any and all deficiencies, defects or

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//
//

1 irregularities in the method or manner of service.

2
3 Dated this 1 day of June, 2017.

4 OGLETREE, DEAKINS, NASH, SMOAK & STEWART,
5 P.C.

6 By: 

James M. Barrett, OSB No. 011991
james.barrett@ogletree.com
503.552.2140
Attorneys for Defendants

9 30024224.1

CERTIFICATE OF SERVICE

I hereby certify that on June 1, 2017 I served the foregoing **ACCEPTANCE OF SERVICE** on:

Karen A. Moore
Schuck Law, LLC
9208 NE Hwy. 99
Suite 107-84
Vancouver, WA 98665
Email: kmoore@wageclaim.org

Attorney for Plaintiff

- by **electronic** means through the Court's ECF filing system.
- ☐ by **mailing** a true and correct copy to the last known address of each person listed above. It was contained in a sealed envelope, with postage paid, addressed as stated above, and deposited with the U.S. Postal Service in Portland, Oregon.
- ☐ by causing a true and correct copy to be **hand-delivered** to the last known address of each person listed above. It was contained in a sealed envelope and addressed as stated above.
- ☐ by causing a true and correct copy to be delivered **via overnight courier** to the last known address of each person listed above. It was contained in a sealed envelope, with courier fees paid, and addressed as stated above.
- by **e-mailing** a true and correct copy to the last known email address of each person listed above.

Dated: June 1, 2017.

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: s/ James M. Barrett

James M. Barrett, OSB No. 011991
james.barrett@ogletreedeakins.com
Attorneys for Defendants

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REGISTER OF ACTIONS

[CASE No. 17CV16946](#)

Terry A Taggart vs Liberty Mutual Group, Inc, Liberty Mutual Insurance Company, Safeco Insurance Company of America, Safeco Insurance Company of Oregon

§
§
§
§
§

Case Type: **Tort - General**

Date Filed: **04/25/2017**

Location: **Multnomah**

PARTY INFORMATION

		Attorneys
Defendant	Liberty Mutual Group, Inc	
Defendant	Liberty Mutual Insurance Company	
Defendant	Safeco Insurance Company of America	
Defendant	Safeco Insurance Company of Oregon	
Plaintiff	Taggart, Terry A	KAREN A MOORE <i>Retained</i> 503 819-1389(W)

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS			
04/25/2017	Complaint		
	<i>Wage Claim; NOT SUBJECT TO MANDATORY ARBITRATION</i>		
	Created: 04/25/2017 11:26 AM		
04/25/2017	Service		
	Liberty Mutual Group, Inc	Served	05/05/2017
		Returned	05/19/2017
	Liberty Mutual Insurance Company	Served	03/05/2017
		Returned	05/19/2017
	Safeco Insurance Company of America	Served	05/05/2017
		Returned	05/19/2017
	Safeco Insurance Company of Oregon	Served	05/05/2017
		Returned	05/16/2017
	Created: 04/25/2017 11:26 AM		
05/17/2017	Notice		
	<i>of Amendment of Complaint</i>		
	Created: 05/17/2017 2:44 PM		
05/17/2017	Complaint - Amended		
	<i>1st - **UPDATED PRAYER AMT**</i>		
	Created: 05/17/2017 2:44 PM		
05/19/2017	Proof - Service		
	Created: 05/23/2017 2:41 PM		
05/19/2017	Proof - Service		
	Created: 05/23/2017 2:42 PM		
05/19/2017	Proof - Service		
	Created: 05/23/2017 2:46 PM		
05/19/2017	Proof - Service		
	Created: 05/23/2017 2:49 PM		
06/01/2017	Proof - Service		
	Created: 06/02/2017 11:10 AM		

FINANCIAL INFORMATION

	Plaintiff Taggart, Terry A		
	Total Financial Assessment		531.00
	Total Payments and Credits		531.00
	Balance Due as of 06/12/2017		0.00
04/25/2017	Transaction Assessment		531.00
04/25/2017	xWeb Accessed eFile Receipt # 2017-378165	Taggart, Terry A	(531.00)